

**CONTRACT AMENDMENT, MODIFICATION, AND EXERCISE OF OPTION**  
made by and between

**F.H. Paschen**  
**1344 La France St NE**  
**Atlanta, GA 30307**  
**("Contractor")**

and

**Sourcewell**  
**202 12th Street NE**  
**PO Box 219**  
**Staples, MN 56479**  
**Phone: (218) 894-1930 or (888) 894-1930**

"Contractor" and "Sourcewell" have entered into an Indefinite Quantity Construction Contract, Contract Number: **GA-ST01-040820-FHP**, with an effective date of April 20, 2020, an initial term of one year, and three (3) bilateral options to extend the term for an additional term.

The parties agree that certain terms within Contract Number **GA-ST01-040820-FHP** will be amended and modified, and that the option to extend for a one-year term will be exercised.

IN CONSIDERATION OF the mutual covenants and agreements described in this Amendment, Modification, and Exercise of Option, the parties agree as follows:

**AMENDMENT: CORRECTION OF TYPOGRAPHICAL ERROR**

Section 4. A. of Contract Number: **GA-ST01-040820-FHP** included a typographical error at the time of execution. The parties agree that Section 4. A. is amended by striking the word "two" in two locations (as indicated by ~~red-strikeout~~ font), and inserting the word "four" (as indicated by the underlined font), to read as follows:

This Contract has an initial term of one (1) year and a bilateral option provision for three (3) additional terms. The total term of the Contract cannot exceed ~~two~~ four (4) years. One additional one-year renewal-extension may be offered by Sourcewell to Contractor beyond the original ~~two~~ four-year term if Sourcewell deems such action to be in the best interests of Sourcewell and its Members. The Contractor may withdraw from the Contract on each anniversary of the award, provided that the Contractor gives 60 Days written notice of its intent to withdraw. Sourcewell may, for any reason, terminate this Contract at any time.

**MODIFICATION: FIRST RENEWAL OPTION PERIOD**

Pursuant to the Contract, a new Construction Task Catalog® will be furnished on the anniversary of the solicitation and will be in effect for the twelve (12) month period after the anniversary of the award date. The following are the Construction Task Catalogs® for the next option period:

[April 2021: Sourcewell Georgia, Northern](#)  
[April 2021: Sourcewell Georgia, East Central](#)  
[April 2021: Sourcewell Georgia, Southwest](#)  
[April 2021: Sourcewell Georgia, Southeast](#)

Pursuant to the agreement between the parties, the Adjustment Factors shall remain fixed for the duration of the contract and are as follows:

<b># GA-ST01-040820-FHP</b>	<b><u>Northern Adjustment Factor</u></b>
Non Pre-priced	1.2432
Normal Working Hours – Non Secure Areas	1.0081
Normal Working Hours – Secure Areas	1.1090
Other Than Normal Working Hours - Non Secure Areas	1.0283
Other Than Normal Working Hours - Secure Areas	1.1643
<b># GA-ST01-040820-FHP</b>	<b><u>East Central Adjustment Factor</u></b>
Non Pre-priced	1.2432
Normal Working Hours – Non Secure Areas	1.0081
Normal Working Hours – Secure Areas	1.1090
Other Than Normal Working Hours - Non Secure Areas	1.0283
Other Than Normal Working Hours - Secure Areas	1.1643
<b># GA-ST01-040820-FHP</b>	<b><u>Southwest Adjustment Factor</u></b>
Non Pre-priced	1.2432
Normal Working Hours – Non Secure Areas	1.0081
Normal Working Hours – Secure Areas	1.1090
Other Than Normal Working Hours - Non Secure Areas	1.0283
Other Than Normal Working Hours - Secure Areas	1.1643
<b># GA-ST01-040820-FHP</b>	<b><u>Southeast Adjustment Factor</u></b>
Non Pre-priced	1.2432
Normal Working Hours – Non Secure Areas	1.0081
Normal Working Hours – Secure Areas	1.1090
Other Than Normal Working Hours - Non Secure Areas	1.0283
Other Than Normal Working Hours - Secure Areas	1.1643

**EXERCISE OF OPTION: EXTENSION**

“Vendor” and “Sourcewell” hereby desire and agree to extend and renew the above defined contract,

with the above identified amendment and modifications, for the period of April 20, 2021 through April 19, 2022.

**Sourcewell**

DocuSigned by:  
By: Jeremy Schwartz, Its: Chief Procurement Officer  
C0FD2A139D06489...

Name printed or typed: Jeremy Schwartz

Date: 4/14/2021 | 8:21 AM CDT

**F.H. Paschen - #GA-ST01-040820-FHP**

By: [Signature], Its: Sr. Vice President, Agent

Name printed or typed: Leo J. Wright

Date: 4/14/21

-----  
If you do not want to extend the contract, please sign below and return this agreement.  
**Discontinue: We desire to discontinue the contract.**

Signature: \_\_\_\_\_, Date: \_\_\_\_\_

ANNUAL RENEWAL AND MODIFICATION OF CONTRACT

F.H. Paschen, S.N. Nielsen & Associates, LLC (“Vendor”)  
5515 N East River Rd  
Chicago, Illinois 60656-1113

and

Sourcewell  
202 12<sup>th</sup> Street NE  
Staples, MN 56479

Whereas: Vendor and Sourcewell have entered into Contract GA-ST01-040820-FHP with an effective date of April 20, 2020, a maturity date of April 19, 2024, and which is subject to annual renewal at the option of both parties.

MODIFICATION: OPTION PERIOD 4/20/22 – 4/19/23

Pursuant to the agreement between the parties, a Construction Task Catalog® (CTC) will be furnished on the anniversary of the solicitation and will be in effect for the twelve (12) month period after the anniversary of the award date. The following is the CTC for the option period April 20, 2022 through April 19, 2023:

- [April 2022 - Sourcewell, Georgia Northern Area](#)
- [April 2022 - Sourcewell, Georgia East Central Area](#)
- [April 2022 - Sourcewell, Georgia Southwest Area](#)
- [April 2022 - Sourcewell, Georgia Southeast Area](#)

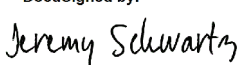
Pursuant to the agreement between the parties, the Adjustment Factors remain fixed for the duration of the contract.

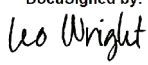
Now Therefore:

Vendor and Sourcewell hereby desire and agree to extend and renew the Contract and with the above identified modification for the period of April 20, 2022 through April 19, 2023.

Sourcewell

F.H. Paschen, S.N. Nielsen & Associates, LLC

DocuSigned by:  
  
C0FD2A139D06489...  
By: \_\_\_\_\_  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 4/13/2022 | 5:37 PM CDT

DocuSigned by:  
  
4048B54B78834EC...  
By: \_\_\_\_\_  
Leo wright  
Title: Sr. Vice President  
Date: 4/13/2022 | 3:32 PM CDT



## CONTRACT EXTENSION AND AMENDMENT

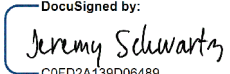
**Contract Number: #GA-ST01-040820-FHP**

Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and F.H. Paschen, S.N. Nielsen & Associates, LLC, 5515 N. East River Road, Chicago, IL 60656 (Contractor) have entered into Contract #GA-ST01-040820-FHP for the procurement of Indefinite Delivery Indefinite Quantity Construction Services in the State of Georgia. The Contract has an expiration date of April 19, 2024, but the parties may extend and amend the Contract by mutual consent.

Sourcewell and Contractor acknowledge that extending and amending the Contract benefits the Contractor, Sourcewell and Sourcewell's Members. Contractor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of April 19, 2025.

Contractor and Sourcewell also agree that the following Construction Task Catalog shall be in effect April 19, 2024: [Sourcewell, Georgia - All Areas](#).

All other terms and conditions of the Contract remain in full force and effect.

Sourcewell  
DocuSigned by:  
  
By: \_\_\_\_\_  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 4/11/2024 | 7:27 AM CDT

F.H. Paschen, S.N. Nielsen & Associates, LLC  
DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Leo Wright  
Title: Sr. Vice President  
Date: 4/11/2024 | 7:14 AM CDT

## Letter of Agreement To Extend the Contract

Between

**F.H. Paschen, S.N. Nielsen & Associates, LLC**  
**5515 N. East River Road**  
**Chicago, IL 60656**

And

**Sourcewell**  
**202 12<sup>th</sup> Street NE**  
**Staples, MN 56479**

The Vendor and Sourcewell have entered into an Agreement (Contract #GA-ST01-040820-FHP) for the procurement of Indefinite Delivery Indefinite Quantity Construction Services in the State of Georgia. This Agreement has an expiration date of April 19, 2025, but the parties may extend the Agreement for an additional six months by mutual consent.

The parties acknowledge that extending the Agreement for another six months benefits the Vendor, Sourcewell and Sourcewell's participating entities. The Vendor and Sourcewell therefore agree to extend the Agreement listed above for an additional six months. This existing Agreement will terminate on October 19, 2025. All other terms and conditions of the Agreement remain in force.

### Sourcewell

By:  Signed by:   
C0FD2A139D06489... Its: Chief Procurement Officer

Name printed or typed: Jeremy Schwartz

Date: 3/19/2025 | 12:58 PM CDT

### F.H. Paschen, S.N. Nielsen & Associates, LLC

By:  DocuSigned by:   
4048B54B78834EC... Its: Sr. Vice President

Name printed or typed: Leo Wright

Date: 3/19/2025 | 12:11 PM CDT

## Letter of Agreement To Extend the Contract

Between

**F.H. Paschen, S.N. Nielsen & Associates, LLC**  
5515 N. East River Road  
Chicago, IL 60656

And

**Sourcwell**  
202 12<sup>th</sup> Street NE  
Staples, MN 56479

The Vendor and Sourcwell have entered into an Agreement (Contract #GA-ST01-040820-FHP) for the procurement of Indefinite Delivery Indefinite Quantity Construction Services in the State of Georgia. This Agreement has an expiration date of October 19, 2025, but the parties may extend the Agreement for an additional six months by mutual consent.

The parties acknowledge that extending the Agreement for another six months benefits the Vendor, Sourcwell and Sourcwell's participating entities. The Vendor and Sourcwell therefore agree to extend the Agreement listed above for an additional six months. This existing Agreement will terminate on **April 19, 2026**. All other terms and conditions of the Agreement remain in force.

### Sourcwell

By:  Signed by:   
C0FD2A139D06489... Its: Chief Procurement Officer

Name printed or typed: Jeremy Schwartz

Date: 9/10/2025 | 12:43 PM CDT

### F.H. Paschen, S.N. Nielsen & Associates, LLC

By:  DocuSigned by:   
4048B54B78834EC... Its: Sr. Vice President

Name printed or typed: Leo Wright

Date: 9/10/2025 | 10:51 AM CDT

**CONTRACT MODIFICATION**

made by and between

**F.H. Paschen  
1344 La France St NE  
Atlanta, GA 30307  
("Contractor")**

and

**Sourcewell  
202 12<sup>th</sup> Street NE, PO Box 219  
Staples, MN 56479**

Contractor and Sourcewell have entered into an Indefinite Quantity Construction Contract, Contract Number: **GA-ST01-040820-FHP**, with an effective date of April 20, 2020, an initial term of one year, and three (3) bilateral options to extend the term for an additional term. The parties have previously exercised the first bilateral option extending the Contract through April 19, 2022.

Under the Contract terms, new Construction Task Catalogs<sup>®</sup> are to be furnished on the anniversary of the solicitation to remain in effect for a twelve (12) month period. However, as a result of recent market conditions, the parties have agreed to modify the contract by the issuance of interim Construction Task Catalogs<sup>®</sup>, which will remain in effect until the earlier of the next issuance of each respective Construction Task Catalog<sup>®</sup> or contract expiration.

IN CONSIDERATION OF the mutual agreement described in this Modification, the parties agree as follows:

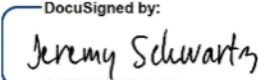
MODIFICATION:

The following will be the interim Construction Task Catalogs<sup>®</sup>, and will remain in effect until the earlier of the next issuance of each respective Construction Task Catalog<sup>®</sup> or contract expiration.

- [May 2021: Sourcewell Georgia, Northern](#)
- [May 2021: Sourcewell Georgia, East Central](#)
- [May 2021: Sourcewell Georgia, Southwest](#)
- [May 2021: Sourcewell Georgia, Southeast](#)

**Sourcewell**

**F.H. Paschen - GA-ST01-040820-FHP**

DocuSigned by:  
  
 C0FD2A139D06489...  
 By: \_\_\_\_\_  
 Jeremy Schwartz

DocuSigned by:  
  
 4048B54B78834EC...  
 By: \_\_\_\_\_  
 Leo Wright

Title: Chief Procurement Officer

Title: Sr. Vice President

Date: 9/22/2021 | 11:11 AM CDT

Date: 9/22/2021 | 10:39 AM CDT

## INDEFINITE QUANTITY CONSTRUCTION CONTRACT

IFB NUMBER: GA-040820 – State of Georgia

GEOGRAPHIC AREA: State of Georgia, Statewide Area

This Contract dated April 20, 2020, by and between Sourcewell (Formerly NJPA) and F.H. Paschen at the following address, 5515 N. East River Road, Chicago, IL 60656 hereinafter referred to as the CONTRACTOR.

WITNESSETH: Sourcewell and CONTRACTOR for the consideration hereafter agree as follows:

### ARTICLE 1. CONTRACT DOCUMENTS

- A. Contract Documents: This Contract; the IFB Documents; (Book 1 - Project Information, Instructions to Bidders and Execution Documents; Book 2 - IQCC Standard Terms and Conditions and General Conditions; Book 3 - Construction Task Catalog (CTC); Book 4 - Technical Specifications) and Addenda thereto; all payment and performance bonds (if any), material and workmanship bonds (if any); wage rate decisions and certified payroll records (if any); Notice of Award; all modifications issued thereto, including Supplemental Purchase Orders/Change Orders and written interpretations and all Purchase Orders and accompanying documents (Requests for Proposals, Detailed Scopes of Work, Purchase Order Proposals, etc.) issued hereunder.
- B. The terms and conditions of a Purchase Order issued by a Sourcewell Member in connection with any Project, including supplemental technical specifications referenced therein, shall govern.
- C. The Contractor shall, within two (2) business days of receipt of a Purchase Order from a Sourcewell Member, provide notification to Sourcewell or their designated representative of each Purchase Order by forwarding a copy of the Purchase Order via email to [PO@EZIQC.com](mailto:PO@EZIQC.com) or via facsimile to (864) 233-9100.
- D. The Contractor shall, within two (2) business days of sending an Invoice to a Sourcewell Member, provide notification to Sourcewell or their designated representative of each Invoice by forwarding a copy of the Invoice via email to [Invoice@EZIQC.com](mailto:Invoice@EZIQC.com) or via facsimile to (864) 233-9100.

### ARTICLE 2. SCOPE OF WORK

- A. The Contractor shall provide the services required to develop each Purchase Order in accordance with the procedures for developing Purchase Orders set forth in the IQCC Standard Terms and Conditions and the Contract Documents.
- B. Each Purchase Order developed in accordance with this Contract will be issued by an individual Sourcewell Member. The Purchase Order will require the Contractor to perform the Detailed Scope of Work within the Purchase Order Completion Time for the Purchase Order Price.
- A. It is anticipated that the Contractor will perform Work primarily in the Geographic Area set forth above. However, the parties may agree that the Contractor can perform Work in a different Geographic Area at

its current Adjustment Factors.

### ARTICLE 3. THE CONTRACT PRICE

- A. This Contract is an indefinite-quantity contract for construction work and services. The Estimated Annual Value of this Contract is \$2,000,000. This is only an estimate and may increase or decrease at the discretion of Sourcewell.
- B. The Contractor shall perform any or all Tasks in the Construction Task Catalog for the Unit Price appearing therein multiplied by the following Adjustment Factors for the region in which the Work is Performed:

#### TO BE ENTERED BY SOURCEWELL:

##### Area A – Northern Georgia Area

- a. **Normal Working Hours – Non Secure Areas:** Work performed from 7:00am until 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.0081.

(Specify to four (4) decimal places)

- b. **Other Than Normal Working Hours – Non Secure Areas :** Work performed from 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.0283.

(Specify to four (4) decimal places)

- c. **Normal Working Hours – Secure Areas:** Work performed from 7:00am until 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.1090.

(Specify to four (4) decimal places)

- d. **Other Than Normal Working Hours – Secure Areas:** Work performed from 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.1643.

(Specify to four (4) decimal places)

- e. **Non Pre-priced Adjustment Factor:** To be applied to Work deemed not to be included in the CTC but within the general scope of the work:

1.2432.

(Specify to four (4) decimal places)

Area B – East Central Georgia Area

- f. **Normal Working Hours – Non Secure Areas:** Work performed from 7:00am until 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.0081.

(Specify to four (4) decimal places)

- g. **Other Than Normal Working Hours – Non Secure Areas :** Work performed from 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.0283.

(Specify to four (4) decimal places)

- h. **Normal Working Hours – Secure Areas:** Work performed from 7:00am until 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.1090.

(Specify to four (4) decimal places)

- i. **Other Than Normal Working Hours – Secure Areas:** Work performed from 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.1643.

(Specify to four (4) decimal places)

- j. **Non Pre-priced Adjustment Factor:** To be applied to Work deemed not to be included in the CTC but within the general scope of the work:

1.2432.

(Specify to four (4) decimal places)

Area C – Southwest Georgia Area

- k. **Normal Working Hours – Non Secure Areas:** Work performed from 7:00am until 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.0081.

(Specify to four (4) decimal places)

- l. **Other Than Normal Working Hours – Non Secure Areas :** Work performed from 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.0283.

(Specify to four (4) decimal places)

- m. **Normal Working Hours – Secure Areas:** Work performed from 7:00am until 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.1090.

(Specify to four (4) decimal places)

- n. **Other Than Normal Working Hours – Secure Areas:** Work performed from 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.1643.

(Specify to four (4) decimal places)

- o. **Non Pre-priced Adjustment Factor:** To be applied to Work deemed not to be included in the CTC but within the general scope of the work:

1.2432.

(Specify to four (4) decimal places)

Area D – Southeast Georgia Area

- p. **Normal Working Hours – Non Secure Areas:** Work performed from 7:00am until 4:00pm Monday

to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.0081.

(Specify to four (4) decimal places)

- q. **Other Than Normal Working Hours – Non Secure Areas** : Work performed from 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.0283.

(Specify to four (4) decimal places)

- r. **Normal Working Hours – Secure Areas**: Work performed from 7:00am until 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.1090.

(Specify to four (4) decimal places)

- s. **Other Than Normal Working Hours – Secure Areas**: Work performed from 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.1643.

(Specify to four (4) decimal places)

- t. **Non Pre-priced Adjustment Factor**: To be applied to Work deemed not to be included in the CTC but within the general scope of the work:

1.2432.

(Specify to four (4) decimal places)

#### **ARTICLE 4. TERM OF THE CONTRACT**

- A. This Contract has an initial term of one (1) year and a bilateral option provision for three (3) additional terms. The total term of the Contract cannot exceed two (4) years. One additional one-year renewal-extension may be offered by Sourcewell to Contractor beyond the original two-year term if Sourcewell deems such action to be in the best interests of Sourcewell and its Members. The Contractor may withdraw from the Contract on each anniversary of the award, provided that the Contractor gives 60 Days written notice of its intent to withdraw. Sourcewell may, for any reason, terminate this Contract at

any time.

- B. All Purchase Orders issued during a term of this Contract shall be valid and in effect notwithstanding that the Detailed Scope of Work may be performed, payments may be made, and the guarantee period may continue, after such term has expired. All terms and conditions of the Contract apply to each Purchase Order.

## ARTICLE 5. SOFTWARE LICENSING

- A. Sourcewell selected The Gordian Group's (Gordian) software, data and services (IQCC System) for their IQCC program. The system includes Gordian's proprietary ezIQCC, eGordian and Bid Safe IQCC applications (IQCC Applications) and construction cost data (Construction Task Catalog), which shall be used by the Contractor to prepare and submit Price Proposals, subcontractor lists, and other requirements specified by Sourcewell and Sourcewell Members. The Contractor's use, in whole or in part, of Gordian's IQCC Applications and Construction Task Catalog and other proprietary materials provided by Gordian for any purpose other than to execute work under this Contract for Sourcewell and Sourcewell Members is strictly prohibited unless otherwise stated in writing by Gordian. The Contractor hereby agrees to abide by the terms of the following IQCC System License:

## ARTICLE 6. IQCC SYSTEM LICENSE

- A. Gordian hereby grants to the Contractor, and the Contractor hereby accepts from Gordian for the term of this Contract or Gordian's contract with Sourcewell, whichever is shorter, a non-exclusive right, privilege, and license to Gordian's proprietary IQCC System and related proprietary materials (collectively referred to as "Proprietary Information") to be used for the sole purpose of executing Contractor's responsibilities to Sourcewell and Sourcewell Members under this Contract ("Limited Purpose"). The Contractor hereby agrees that Proprietary Information shall include, but is not limited to, Gordian's IQCC Applications and support documentation, Construction Task Catalog, training materials, marketing materials and any other proprietary materials provided to Contractor by Gordian. In the event this Contract expires or terminates as provided herein, or the Gordian's contract with Sourcewell expires or terminates, this IQCC System License shall terminate and the Contractor shall return all Proprietary Information in its possession to Gordian.
- B. Contractor acknowledges that Gordian shall retain exclusive ownership of all proprietary rights to the Proprietary Information, including all U.S. and international intellectual property and other rights such as patents, trademarks, copyrights and trade secrets. Contractor shall have no right or interest in any portion of the Proprietary Information except the right to use the Proprietary Information for the Limited Purpose set forth herein. Except in furtherance of the Limited Purpose, Contractor shall not distribute, disclose, copy, reproduce, display, publish, transmit, assign, sublicense, transfer, provide access to, use or sell, directly or indirectly (including in electronic form), any portion of the Proprietary Information.
- C. Contractor acknowledges and agrees to respect the copyrights, trademarks, trade secrets, and other proprietary rights of Gordian in the Proprietary Information during and after the term of this Contract and shall at all times maintain complete confidentiality with regard to the Proprietary Information provided to Contractor, subject to federal, state and local laws related to public disclosure. Contractor further acknowledges that a breach of any of the terms of this Contract by Contractor will result in irreparable

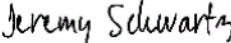
harm to Gordian for which monetary damages would be an inadequate remedy, and Gordian shall be entitled to injunctive relief (without the necessity of posting a bond) as well as all other monetary remedies available at law or in equity. In the event that it becomes necessary for either party to this IQCC System License to enforce the provisions of this Contract or to obtain redress for the breach or violation of any of its provisions, whether by litigation, arbitration or other proceedings, the prevailing party shall be entitled to recover from the other party all costs and expenses associated with such proceedings, including reasonable attorney's fees.

- D. In the event of a conflict in terms and conditions between this IQCC System License and any other terms and conditions of this Contract or any Purchase Order, Order or similar purchasing document (Purchase Order) issued by Sourcewell or a Sourcewell Member, this IQCC System License shall take precedence.

IN WITNESS WHEREOF, the parties hereto have executed this Contract the day and year first above written.

By:

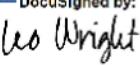
Sourcewell

DocuSigned by:  
  
 C0FD2A139D06489...

Authorized Signature

Jeremy Schwartz- Director of Operations & Procurement/CPO  
 Print Name

Contractor

DocuSigned by:  
  
 4048B54B78834EC...

Authorized Signature

Leo Wright  
 Print Name

Contract Number: GA-ST01-040820-FHP (assigned by Sourcewell)